



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 15, 2004

IN REPLY PLEASE

REFER TO FILE: **EP-1**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**PROPOSED INDUSTRIAL WASTE CONTROL PROGRAM
SERVICE AGREEMENT WITH THE CITY OF SANTA CLARITA
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the enclosed Industrial Waste Control Program Service Agreement with the City of Santa Clarita (Exhibit 1). The Agreement would provide industrial waste control program permit and inspection services to the City at an estimated cost of \$114,500 per year. The City will reimburse the cost to the County with no net impact to the County General Fund.
2. Instruct the Director of Public Works to provide the services described in the enclosed Agreement for the City of Santa Clarita. The Agreement will become effective on the date the Board of Supervisors approves this Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act, the City of Santa Clarita has established a local industrial waste control program and has adopted Ordinance No. 90-18 adopting Division 2 of Title 20 of the Los Angeles County Code, as amended, entitled Division 2 of Title 15 of the Santa Clarita Municipal Code "Sanitary Sewer and Industrial Waste" governing the disposal of industrial wastes to the sanitary sewer and storm drain systems of the City. Public Works currently provides similar services for 38 cities within the County including the City of Santa Clarita. This Agreement replaces previous Agreements with the City of Santa Clarita.

The City Council of the City of Santa Clarita, by Resolution No. 87-15 (Exhibit 2), has requested that these services be provided to their City under the Industrial Waste Control Program Service Agreement to permit, track, inspect, and ensure compliance with the City's Sanitary Sewer and Industrial Waste Ordinance at industrial and commercial facilities within the City.

The proposed Agreement is hereby submitted and recommended for your Board's approval to provide the requested services.

Implementation Of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Fiscal Responsibility as the proposed Agreement will enable us to integrate services provided to the City in a cost-effective manner at no net County cost. It also satisfies the goal of Service Excellence since protecting our sanitary sewers, streets, storm drains, rivers, streams, surface waters, and oceans from the discharge of pollutants improves the quality of life in the County and provides services which are beneficial and responsive.

FISCAL IMPACT/FINANCING

The County will bear an estimated \$114,500 per year to provide inspection services to the City. The terms of the Agreement specify that the City will reimburse the County for the costs of services provided at rates determined and adjusted annually by the Auditor-Controller with no net impact to the County General Fund. The requested services can be provided utilizing currently budgeted resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement aids in the extension of the program to areas within the City of Santa Clarita for the protection of County and City sanitary sewers, streets, storm drains, rivers, streams, surface waters, and ocean from the discharge of industrial wastewater from industrial and commercial facilities. Failure to implement the program may increase the risk of damage to public and private facilities, polluted discharges to waters of the County, and require that the City develop an independent program or be subject to fines and potential third-party lawsuits for failure to prevent such damage or discharges.

The Honorable Board of Supervisors
July 15, 2004
Page 3

This Agreement is authorized by Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

County Counsel has approved the Agreement as to form, and a 90-day cancellation provision, consistent with Board policy, is included. The Agreement also incorporates by reference the Assumption of Liability Section of the City's General Services Agreement as previously approved by your Board on May 20, 2003 (Exhibit 3) .

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for adopting this Agreement because it does not constitute a "project" under the California Environmental Quality Act (CEQA).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Agreement will not impact current services as we will utilize the same personnel currently providing similar services to the City under the existing Industrial Waste Control Program previously approved by your Board on June 21, 1988, and extended through annual service requests (Exhibit 4) which this Agreement replaces.

CONCLUSION

It is requested that three copies of the approved Agreement be returned to Public Works, two copies of which will be delivered to the designated City official, together with two approved copies of this letter.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

CWS:ca
P:/epub/general/City/IW/IWAgreementbdltrSanta Clarita

Enc.

cc: Chief Administrative Office
County Counsel

EXHIBIT 1

City Industrial Waste

Control Program Service Agreement

**City of
Santa Clarita**

23920 Valencia Blvd.
Suite 300
Santa Clarita
California 91355-2196
Website: www.santa-clarita.com

Phone
(661) 259-2489
Fax
(661) 259-8125



June 29, 2004

Mr. Carol Sjoberg
Los Angeles County
Dept. of Public Works
900 S. Fremont Ave, 3rd Floor Annex
Alhambra, CA 91803-1331

Dear Mr. Sjoberg:

Enclosed please find three signed copies of the Wastewater Ordinance we have been working on the last few months. Please have them signed and return two copies to me:

Cindy Ellsworth
City of Santa Clarita
Building & Safety
23920 Valencia Blvd., Ste. 140
Santa Clarita, CA 91355

If you have any questions, please feel free to call Ruben Barrera, Building Official at (661) 255-4952.

Sincerely,

Cindy Ellsworth
Secretary

ce/IWContractLtr



PRINTED ON RECYCLED PAPER

AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND THE
COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S
WASTEWATER ORDINANCE

A G R E E M E N T

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between the CITY OF SANTA CLARITA hereinafter referred to as "CITY", and the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY."

W I T N E S S E T H

WHEREAS, CITY has adopted Ordinance No. 90-18, adopting Division 2 of Title 20 of the Los Angeles County Code as amended, entitled Division 2 of Title 15 of the Santa Clarita Municipal Code, "Sanitary Sewers and Industrial Waste" governing the disposal of industrial wastes to the sanitary sewer and storm drain systems of the CITY ("CITY Ordinance"); and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the CITY Ordinance; and

WHEREAS, COUNTY represents that it is capable, ready and willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services.

A. COUNTY agrees, through its Department of Public Works (DEPARTMENT), to provide enforcement of the wastewater provisions of the CITY Ordinance and the necessary services incidental thereto (collectively, the "Services"). Such Services shall only encompass duties and functions of the type within the jurisdiction of, and customarily rendered by, DEPARTMENT under the County Charter, statutes of the State, and various COUNTY ordinances. CITY delegates to the COUNTY the power and the authority to perform the Services. Services under the terms of this Agreement shall include the enforcement of the CITY Ordinance. Services may also include the filing of enforcement actions, filing of required reports and issuing permits when so requested in writing by the CITY. Services shall not include inspection of open sanitary fills unless the CITY, by a separate written agreement of its Council, requests such services.

B. COUNTY shall retain full control and discretion over the manner of providing the Services, establishing standards for the performance of the Services and all matters incidental to the performance of such Services, including, but not limited to, the controlling of personnel employed to provide the Services.

Section 2. CITY Cooperation.

To facilitate the performance of its duties and obligations under this Agreement, it is agreed the COUNTY shall receive the full cooperation and assistance from CITY, its officers, agents and employees.

Section 3. Supplies.

COUNTY shall provide all labor, supervision, equipment and supplies necessary to provide the Services. Notwithstanding any other provision of this Agreement, it is further agreed that in all instances wherein the COUNTY deems that it is necessary to use special supplies, including but not limited to stationery, notices, educational materials and forms, these special supplies must be prepared and issued in the name of CITY, and the CITY shall supply them at its own cost and expense. COUNTY is expressly authorized by CITY to use CITY's name to perform the Services.

Section 4. Status of COUNTY Employees

A. All persons employed by the COUNTY in the performance of the Services for CITY shall be COUNTY employees and no CITY employee that may be involved in connection with the Services shall be considered an employee of the COUNTY. No COUNTY employee employed to perform the Services shall be deemed a CITY employee entitled to any CITY pension, Worker's Compensation, or to any other status or right as a CITY employee.

B. For the purpose of performing the Services and for the purpose of giving official status to the performance thereof where necessary, every COUNTY officer and employee engaged in the performance of the Services shall be deemed to be an officer or employee of said CITY while performing Services for the CITY. CITY shall take all steps reasonably necessary to facilitate the performance by COUNTY of the Services.

Section 5. Compensation of COUNTY Employees.

CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment except as provided in Section 10 herein.

Section 6. CITY Ordinance Compliance with COUNTY Code.

This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 20, Division 2. This Agreement may be terminated by COUNTY after sixty (60) days written notice if CITY does not amend CITY Ordinance in accordance with amendments to COUNTY Code, Title 20, Division 2. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within 60 days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

Section 8. Payment by CITY to COUNTY for Services.

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within thirty (30) calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within thirty (30) calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so.

"Expenditures" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses and overhead.

Section 9. Term and Termination.

This Agreement shall become effective on the date first mentioned above and shall expire June 30, 2009. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable

opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving (90) days notice to the other party.

Section 10. Assumption of Liability.

The Assumption of Liability Agreement of the General Services Agreement executed by the CITY and approved by the Board of Supervisors currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

Section 11. Compliance and Obligations.

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by Federal, State and local laws, permits and regulations.

Section 12. Governing Law.

This Agreement is to be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

Section 13. Amendment.

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement.

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability.

If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its City Manager and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By  _____
DEPUTY

FOR CITY OF SANTA CLARITA:

for

Kenneth R. Pulskamp
City Manager

Date: _____

6/24/04

ATTEST:

City Clerk

Date: _____

6/24/04

Approved as to form:

BURKE, WILLIAMS & SORESENSEN

By: _____

City Attorney

Date: _____

6/7/04

STATE OF CALIFORNIA)

) s.s.

COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair/chairman of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this _____ day of _____, 200____, the facsimile signature of _____, Chair/Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this

document. The undersigned further certified that on this date, a copy of the document was delivered to the Chair/Chairman of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer of
the Board of Supervisors of the County
of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By  _____
DEPUTY

S/PBS/Contract/IndustrialWasteContract

AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND THE
COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S
WASTEWATER ORDINANCE

A G R E E M E N T

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W I T N E S S E T H

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WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the CITY Ordinance; and

WHEREAS, COUNTY represents that it is capable, ready and willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

NOW, THEREFORE, it is agreed as follows:

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No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

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If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its City Manager and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors


ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By  _____
DEPUTY

FOR CITY OF SANTA CLARITA:

for

Kenneth R. Pulskamp
City Manager

Date: _____

6/24/04

ATTEST:

City Clerk

Date: _____

6/24/04

Approved as to form:

BURKE, WILLIAMS & SORENSEN

By: _____

City Attorney

Date: _____

6/7/04

STATE OF CALIFORNIA)

) s.s.

COUNTY OF LOS ANGELES)

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The undersigned hereby certifies that on this _____ day of _____, 200____, the facsimile signature of _____, Chair/Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this

document. The undersigned further certified that on this date, a copy of the document was delivered to the Chair/Chairman of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer of
the Board of Supervisors of the County
of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By  _____
DEPUTY

S/PBS/Contract/IndustrialWasteContract

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Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within 60 days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

Section 8. Payment by CITY to COUNTY for Services

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within thirty (30) calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within thirty (30) calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so.

"Expenditures" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses and overhead.

Section 9. Term and Termination

This Agreement shall become effective on the date first mentioned above and shall expire June 30, 2009. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable

opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving (90) days notice to the other party.

Section 10. Assumption of Liability

The Assumption of Liability Agreement of the General Services Agreement executed by the CITY and approved by the Board of Supervisors currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

Section 11. Compliance and Obligations

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by Federal, State and local laws, permits and regulations.

Section 12. Governing Law

This Agreement is to be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

Section 13. Amendment

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability

If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its City Manager and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By  _____
DEPUTY

FOR CITY OF SANTA CLARITA:

for

Kenneth R. Pulskamp
City Manager

Date: _____

6/24/04

ATTEST:

City Clerk

Date: _____

6/24/04

Approved as to form:

BURKE, WILLIAMS & SORENSEN

By: _____

City Attorney

Date: _____

6/7/04

STATE OF CALIFORNIA)

s.s.

COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair/chairman of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this _____ day of _____, 200____, the facsimile signature of _____, Chair/Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this

document. The undersigned further certified that on this date, a copy of the document was delivered to the Chair/Chairman of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer of
the Board of Supervisors of the County
of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By  _____
DEPUTY

S/PBS/Contract/IndustrialWasteContract

EXHIBIT 2
City Resolution

RESOLUTION NO. 87-15

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SANTA CLARITA REQUESTING
CONTINUATION OF SERVICES BY THE COUNTY OF
LOS ANGELES

WHEREAS, the City of Santa Clarita was incorporated
on December 15, 1987, as a general law city of the State of
California; and

WHEREAS, Section 57384 of the Government Code of
the State of California provides for the continuation of
services by the County to the area of the County which is
now the City of Santa Clarita.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
SANTA CLARITA RESOLVES AS FOLLOWS:

Section 1. The Board of Supervisors of the County
of Los Angeles is hereby requested to continue to furnish,
without additional charge, to the City of Santa Clarita
services furnished prior to incorporation to the area of the
County which is now the City of Santa Clarita. It is
further requested that said services be furnished for the
remainder of the current fiscal year or until the City
Council requests discontinuance of a service or services,
whichever first occurs.

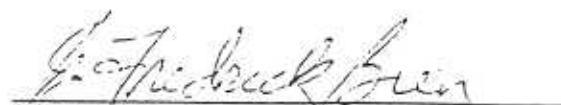
Section 2. The City Manager is directed to deliver
a copy of this Resolution to the clerk of the Board of
Supervisors of Los Angeles County.

PASSED, APPROVED AND ADOPTED this 15th day
of December, 1987.



Mayor

ATTEST:



City Clerk

EXHIBIT 3

City General Services Agreement

GENERAL SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, July 1, 2003, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Santa Clarita, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions which are hereinafter provided for.

2. The City shall pay for such services as are provided under this agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County-operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as of set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10.— Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11 All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This contract shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2008, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In event the City desires to renew this agreement for said five-year period, the City Council shall not later than the last day of May 2008, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2008, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 29th day of May, 2003.

THE CITY OF SANTA CLARITA

By [Signature]
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____ By [Signature]
Deputy Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer/Clerk
of the Board of Supervisors



By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18

MAY 20 2003

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

[Signature]
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

By [Signature]
Deputy

EXHIBIT 4

Industrial Waste Control Program



DEPARTMENT OF PUBLIC WORKS

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LADPW.org

City Service Requests

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You are logged in as: ndrew

City Service Request

Annual Service Request

City: Santa Clarita

System Request No.: 12859

Hard Copy
Request No.:Status: Approved/In
Progress

Date Submitted: 11/26/2003

Est. Completion
Date: not definedActual
Completion Date: not definedProgram Cost
Account:

City P.O. No:

Cost Estimate: \$80,000.00

Subject: Industrial Waste permits and inspections

Work Requested: Industrial Waste permitting and inspection services for
the City of Santa Clarita.

City Contact Information

Requested By: Ruben
Barrera

Phone No.: 661 255-4952

Email Address: rbarrera@santa-clarita.com

City Service Representative

Name: Richard Yribe

Phone No.: 626-458-
3919

Email Address: ryribe@ladpw.org

Primary Operating
Division:

Environmental Programs

Division Contacts

Division	Name	Phone	Email Address
Environmental Programs	Carl Sjoberg	626-458-3539	csjoberg@ladpw.org
Environmental Programs	Narda Drew	626-458-3511	ndrew@ladpw.org

Date Request Sent to Division

Division	Date
Environmental Programs	11/26/2003

City Service Request History

Date	Event	Comments	Entered By
------	-------	----------	------------

[Back to top](#)

AGREEMENT

INDUSTRIAL WASTE

THIS AGREEMENT, made and entered into this 23rd day of June,
1988, by and between the COUNTY OF LOS ANGELES, hereinafter
referred to as "County", and the CITY OF SANTA CLARITA, hereinafter
referred to as "City";

W I T N E S S E T H

WHEREAS, the City has heretofore adopted by reference,
Los Angeles County Code, Title 20, Utilities, Division 2, Sanitary
Sewers and Industrial Waste governing the disposal of industrial
wastes to the sanitary sewer and storm drain systems of the City and;

WHEREAS, the City is desirous of contracting with the County
for the enforcement of such Ordinance provisions and the performance
of services with respect to industrial waste as in said Ordinance
set forth; and

WHEREAS, the County is agreeable to rendering such services on
the terms and conditions hereinafter set forth; and

WHEREAS, such contract is authorized and provided for by the
provisions of Section 56-1/2 of the Charter of the County of
Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5,
of the Government Code:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County agrees, through the Department of Public Works of
the County of Los Angeles, to provide enforcement of the industrial
waste provisions of the above-referred-to City Ordinance and the

necessary services incident thereto.

Such services shall only encompass duties and functions of the coming within the jurisdiction of, and customarily rendered by, Department of Public Works of the County of Los Angeles under the Charter of said County, the statutes of the State, and the various County ordinances

The level of service provided shall be that same basic level of service that now is and shall be hereafter during the term of this agreement provided for unincorporated areas of the County of Los Angeles by said Department

The rendition of such services, the standards of performance, and other matters incidental to the performance of such services, including the controlling of personnel so employed, shall remain in the County, In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder or level or manner of performance of such service, the determination thereof made by the Director of Public Works of the County shall be final and conclusive as between the parties

The services shall include the enforcement of any applicable State statutes and all provisions of the above-referred to City Code Chapter as the same now exists or may be hereafter amended.

The services shall include the inspection of open sanitary fills only in the event that the City, by action of its Council, requests

such services.

2. To facilitate the performance of said functions, it is agreed that the County shall have full cooperation and assistance from the City, its officers, agents, and employees.

3. For the purpose of performing said functions, County furnish and supply all necessary labor, supervision, equipment supplies necessary to maintain the level of service to be rendered hereunder. Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by said City at its own cost and expense

4. All persons employed in the performance of such services and functions for said City shall be County employees, and no City employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service, or any status or right.

For the purpose of performing such services and functions and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said City while performing services said City, which services are within the scope of this agreement and are purely municipal functions

5. City shall not be called upon to assume any liability the direct payment of any salaries, wages, or other compensation to

any County personnel performing services hereunder for said City or any liability other than that provided for in this agreement.

The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

6. This contract is entered into with the understanding that the City will maintain in full force and effect an ordinance substantially identical with the provisions of County Code, Title 20, Division 2. This contract may be terminated by the County without necessity of notice if City does not enact amendments to said ordinance in accordance with amendments to County Code, Title 20 Division 2 within one hundred twenty days after request to do so by County. The Department of Public Works acting on behalf of the County, may use discretion and need not request City to adopt amendments which do not apply to the City.

7. County agrees to collect fees called for in the City's ordinance and to pay City, within sixty (60) days following each calendar quarter, all of the fees collected during such quarter and City agrees to pay County monthly within thirty (30) days after receipt of an invoice, for expenditures for services rendered during the billing period. The County charges for service for the purpose of this agreement shall be based upon charges to be determined by the County Auditor Controller in accordance with the policies and procedures established by the Board of Supervisors. These charges shall be adjusted by County annually effective the first

day of July of each year reflect the estimate cost of such service in accordance with the policies and procedures for the determination of such charges as adopted by the Board of Supervisors of County.

8. The County agrees to keep such books and records and in such form and manner as the County Auditor of the County of Los Angeles shall specify. Said books shall be open for examination by said City at all reasonable times.

9. Notwithstanding the provisions of this agreement requiring City payment within thirty (30) days of invoice date, City may opt to delay payment of invoices for services provided pursuant to this agreement during the period from the date of incorporation through June 30, 1988 so that payment is received by County within five years or less from the date of incorporation. With respect to County services for which City has collected fees, the payment option described in this paragraph shall apply only to the amount which County expenditures exceed the fees collected.

If payment for services rendered by County between the date of incorporation and June 30, 1988 is not delivered to County within 30) days of invoice date, City shall owe County interest on the funds owed calculated using the interest rate

equivalent to the rate of interest earned by the Los Angeles County Treasury Pool. Payments received shall be credited first to the interest accrued as of the date of the payment and then to principal amount still unpaid

If payment for provision of services from the date of incorporation through June 30, 1988 has not been delivered to County pursuant to this agreement by five years from the date of incorporation, the County may satisfy such indebtedness including interest thereon, from any funds of such City on deposit with the County without giving further notice to said of County's intention to do so.

City agrees that the option to defer payment of invoices for services rendered pursuant to this agreement for up to five years applies only to payment for services received June 30,

The payment option described in this paragraph shall have no application to payment for County services received pursuant to this agreement after June 30, 1988.

10. This contract shall become effective on the date herinabove first mentioned and will run for a period ending

30, 1988. Notwithstanding the provisions of this paragraph the County may terminate this agreement at any time by giving thirty (30) days prior written notice to the City.

11 The Assumption of Liability Agreement executed by the parties to this agreement, and approved by the Board of Supervisors on

December 27, 1977 currently in effect is hereby made a part of and incorporated into this agreement as if set out in full herein unless said Assumption of Liability Agreement as expressly superseded by a subsequent agreement hereafter entered into between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers

Executed this 23rd day of
June, 1988

CITY OF SANTA CLARITA

By

Howard J. Miller
Mayor

ATTEST:

By

Anna M. Gundry
City Clerk

COUNTY OF LOS ANGELES

By

Richard R. Kohn
Chairman

Board of Supervisors

ATTEST:

LARRY J. MONTEILH, Executive Officer
Clerk of the Board of Supervisors

By

Cynthia A. Benson
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

48

JUN 21 1988

APPROVED AS TO FORM:

DE WITT W. CLINTON, County Counsel

By

Heleen S. Parker
Deputy

Larry J. Montelh
LARRY J. MONTEILH
EXECUTIVE OFFICER

AINDWAS1-P

